

**RECIPROCAL AGREEMENT**  
**BETWEEN**  
**THE HUMAN RESOURCES AND OCCUPATIONAL DEVELOPMENT COUNCIL**  
**AND**  
**WORKFORCE FLORIDA, INC.**  
**AND**  
**AGENCY FOR WORKFORCE INNOVATION**

**1. PURPOSE:**

The purpose of this **RECIPROCAL AGREEMENT** is to establish a cooperative and mutually beneficial working relationship between the Parties:

**The Human Resources and Occupational Development Council (HRODC)**  
**Workforce Florida, Inc. (WFI)**  
**Agency for Workforce Innovation (AWI)**

Such agreement will permit eligible providers in the State of Florida to accept individual training accounts provided by the fifteen (15) Local Workforce Investment Areas in the Commonwealth of Puerto Rico.

This agreement outlines each partner's roles and responsibilities, agreement conditions, referral procedures, information exchange methods and implementation, amendments, legal compliance, and termination procedures.

**WHEREAS, The Human Resources and Occupational Development Council**, hereinafter referred to as "HRODC, is an agency of the Commonwealth of Puerto Rico, created pursuant to Act Number 97 of December 18, 1991, as amended, and ascribed to the Department of Labor and Human Resources by virtue of Reorganization Plan Number 2 of May 4<sup>th</sup>, 1994, designated as state agency responsible for the administration of the Workforce Investment Act (Public Law 105-220, Aug. 7, 1998) Title I funds;".

**WHEREAS, Workforce Florida, Inc.**, hereinafter referred to as "WFI", is the state's chief workforce policy organization created by the Workforce Innovation Act of 2000, as codified in chapter 445, Florida Statutes, to ensure that workforce programs authorized under Title I of the Workforce Investment Act (WIA) of 1998 are administered at the regional level through the 24 Regional Workforce Boards with significant representation from business community. In addition, it provides policy direction as well as develops a workforce strategy that improves and retains a highly competitive workforce responsive to the needs of employers and the community;

**WHEREAS, Agency for Workforce Innovation**, hereinafter referred to as "AWI", is the designated state administrative agency for receipt of federal workforce employment and training funds, and other federal funds, and acts as the fiscal agent on behalf of Workforce Florida, Inc., ensuring that the

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state appropriately administers federal and state workforce programs by implementing plans and policies of Workforce Florida, Inc.;

WHEREAS, AWI is also responsible for implementing policy dealing with workforce development programs, welfare transition, unemployment compensation and labor market information, development and distribution of performance data, monitoring and oversight of workforce programs;

WHEREAS, Interested Local Workforce Investment Areas, hereinafter referred to as "LWIA", are currently looking forward to expanding training and occupational coordinated efforts in accordance with the policies and provisions of the Workforce Investment Act; and

WHEREAS, THE PARTIES state they have the necessary capacity and authority to subscribe the present Reciprocal Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the Parties agree to the following:

## 2. PARTIES:

The Parties in this Reciprocal Agreement are:

**Human Resources and Occupational Development Council**  
Suite 200 MCS Plaza  
255 Ponce de León Ave.  
San Juan, Puerto Rico 00917

**Workforce Florida, Inc.**  
1974 Commonwealth Lane  
Tallahassee, Florida 32301

**Agency for Workforce Innovation**  
Caldwell Building  
107 East Madison Street MCS 110  
Tallahassee, Florida 32399-41209

## 3. TERMS OF AGREEMENT:

This non-financial agreement is hereby entered into a spirit of cooperation by the signatory Parties beginning on the date on which it is signed by all Parties. This Agreement will continue in effect until such time as it is revised, extended or terminated as provided below. This Agreement may be extended by written agreement among the Parties, provided that such agreement must be signed by the Parties prior to the termination date of this Agreement.

Either Party to this Agreement may terminate its participation without cause, by delivering a thirty (30) day written notice to the other Parties. All Parties agree to review this Agreement annually and provide written suggestions for recommended changes, clarifications, deletions or additions. On or before July 1<sup>st</sup> of each year, suggested changes shall be submitted to the other Parties for consideration. An addendum signed by authorized representatives of each Party shall be sufficient to modify the Agreement.

## 4. ROLES AND RESPONSIBILITIES:

The Parties agree that their respective duties and responsibilities, to the extent possible, under this agreement shall be as follows:

- a) Make readily available their State list of eligible providers in order to permit eligible providers of both States to accept individual training accounts provided by the LWIA in either state.
- b) Promote in each state's LWIA the sharing of the information and provisions contained in this Agreement to the eligible training service providers.

**5. AGREEMENT CONDITIONS:**

The Parties agree that the decision to use individual training accounts rests with the LWIA, who, through their respective Local Boards, have the authority to establish the policies applicable to all individual training, such as, accounts range of amounts and/or a maximum amount applicable to individual training accounts; necessity and reasonableness of the costs of providing such training services; compliance with Federal, State, and local procurement laws, rules and regulations; compliance with eligibility requirements for intensive services; criteria for determining local availability of funds; processes for applying priority for services; assessment of a program of training services that is directly linked to the employment opportunities either in the local area or in another area to which they are willing to relocate, certification after completion of training, and so forth.

Nevertheless, in setting policy for exceptions to the individual training account system, the Parties acknowledge that Local Boards have to ensure that the purpose of the Individual Training Account system, customer choice, continues to be maintained or enhanced and that the training services are provided in a manner that maximizes consumer choice of training programs and providers in the local areas; and, that the program must be on the eligible training provider list.

Puerto Rico State's providers list can be accessed via internet at [www.saewia.cдорh.org/selep](http://www.saewia.cдорh.org/selep). Florida's providers list can be accessed via internet at <http://www.floridajobs.org/etpl/>.

**6. REFERRAL OF PARTICIPANTS:**

The Parties concur that they will not be, in any way, responsible for the coordination, participant referral and/or provision of training services related to the individual training account program. On their part, after the required interview, evaluation, or assessment, and case management have been determined by a one-stop operator to be in need of training services and to have the skills and qualifications to successfully complete the selected training program, the respective LWIA will be responsible for the referral of such eligible participants to the individual training account approved, including payment of costs associated with such training.

**7. LEGAL COMPLIANCE:**

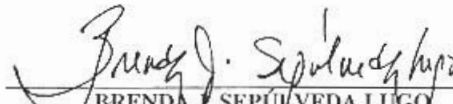
The Parties agrees to comply with and all provisions, rules and standards of the Workforce Investment Act of 1998, as well as state and federal applicable regulations, including administrative memorandums and guidelines enacted by each of them.

The Parties agree that those affairs not expressly prohibited or regulated by Law, remain under the jurisdiction of each State to be interpreted and regulated in accordance with the intention of the Law. Those affairs, which are not clear or explicit policy, will not be subject to interpretation by any Party.

This Agreement is executed pursuant to section 122 (e) (5) of the "Workforce Investment Act" and section 663.585 of the regulations codified in 20 CFR Part 652 et al. which authorizes the states to enter into agreements, on a reciprocal basis, to permit eligible providers of training services in a State to accept individual training accounts provided in another State.

IN WITNESS WHEREOF, the above parties have caused this four pages Agreement to be duly executed on the month, day and year written below.

HUMAN RESOURCES AND  
OCCUPATIONAL DEVELOPMENT COUNCIL

  
BRENDA J. SEPÚLVEDA LUGO  
EXECUTIVE DIRECTOR

660-48-7485  
FEIN

DATE: \_\_\_\_\_

WORKFORCE FLORIDA, INC.

AGENCY FOR WORKFORCE  
INNOVATION



CURTIS C. AUSTIN  
PRESIDENT

59-365-9026  
FEIN



SUSAN PAREIGIS  
DIRECTOR

59-366-5358  
FEIN

DATE: 7/7/05

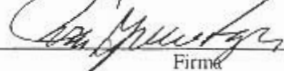
DATE: 7/11/05

Recomendado por:

Iván Guzmán López

Nombre en Letra de Molde

Director Auxiliar a/c de la Unidad de Enlace

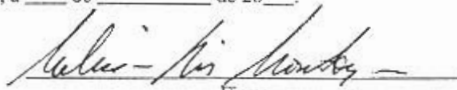


Firma

Director Auxiliar a/c de la Unidad de Enlace

Yo, Melissa Ríos Montoya, Abogado(a) de la Oficina de Asesoramiento Legal del Consejo de Desarrollo Ocupacional y Recursos Humanos, CERTIFICO que luego de estudiar y evaluar el presente documento, lo he hallado, en su aspecto legal, correcto en todas sus partes y no tengo objeción a la firma del mismo.

Para que así conste, suscribo la presente en San Juan, Puerto Rico, a \_\_\_\_ de \_\_\_\_\_ de 20\_\_.



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